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case discusses the difficulty which courts have had in determining what the term "sale" imports, as in some it imports only a money consideration; in others the exchange of intoxicants for another commodity; and under peculiar circumstances the loan of intoxicants to be returned in kind. The case of *Commonwealth v. Abrams*, 150 Mass. 393, seems to be in the last class. All the cases cited in this connection, however, tend to show that to constitute such barter a sale the intent must be to evade the law. The law is intended "to cover every transfer of intoxicants for value in whatever form the consideration," but it is not the meaning of the law nor the intent of the legislature to hold as a sale the mere loan by one neighbor to another of intoxicants until that neighbor could return the same amount of intoxicants. Thus, in connection with the liquor laws, the authorities are broadening the meaning of the word sale. Barter in its strict sense of exchange, with no money consideration, is losing its original meaning, and is coming to be looked upon as the possible basis of a sale.

JUDGMENT—COLLATERAL ATTACK—MISTAKE IN NOTICE—SUFFICIENCY.—In this case, a proceeding to try title to land, both parties claimed title through a common source. Plaintiff claimed by virtue of a quit claim deed from the said common source of title. Defendant claimed by virtue of a sale on attachment under a foreign judgment. The owner of the land through whom both parties claim resided outside the state where the land was situated, and the judgment in the attachment proceedings was obtained by default. In that suit the order of publication, required by statute to state the objects of the suit, while stating the general nature of the proceedings, misstated the county in which the judgment sued on was obtained, and plaintiff claimed that this defect rendered the judgment void. *Held*, that the notice was sufficient, and the judgment valid. *Randall v. Snyder et al* (1908), — Mo. —. 112 S. W. 529.

It is a well settled principle that in order to render a judgment by default valid the defendant must have notice, either actual or constructive, of the proceedings against him, and a judgment on an amended pleading is void unless notice of amendment is given. *Janney v. Spedden*, 38 Mo. 395; *Leavenworth Terminal Ry. & B. Co. v. Atchison*, 137 Mo. 218, 37 S. W. 915; *Furlow v. Miller*, 30 Tex. 29. While the principal case is not strictly a case of an amended pleading, yet the rules that govern such cases must apply here. The principle requiring that notice of amendment be given would also seem to require that the notice given on the commencement of the suit should correctly inform the defendant of the nature of the suit against him; and such seems to be the holding of the courts. In *Bobb v. Woodward*, 42 Mo. 482, the court, discussing the statute involved in the principal case, says that the statute must be substantially complied with, and that a notice to be valid must apprise the defendant in every essential particular of the objects and general nature of the suit. In the principal case the court holds that there has been no amendment of the petition, and that the mistake of the clerk in misdescribing the court in which the judgment was rendered was not of such a nature as to make the order of publication fail to notify

the defendant of the real nature of the proceedings against him; had defendant appeared and examined the petition, he would have discovered the real county in which judgment was rendered; further, it was not likely that the owner of the land would have more than one such foreign judgment pending against him. Accordingly the notice was held sufficient, and the judgment valid on collateral attack.

MASTER AND SERVANT—LIABILITY OF MASTER FOR ACTS OF STRANGER PERFORMED AT SERVANT'S REQUEST.—A bystander, while assisting defendant's driver, at the driver's request, in fixing a dump cart, pulled a blanket caught between the seat and the sweep of the cart, causing the cart to wheel around, and the pole to strike plaintiff, or glass broken by the pole to injure the plaintiff. *Held*, defendant is liable. *Hollidge v. Duncan* (1908), — Mass. —, 85 N. E. 186.

The court based its decision not upon the principles of agency, but held that the act of the bystander was the same as if done by the agent himself. Some cases supporting this doctrine are: *Hill v. Sheenan*, 20 N. Y. Supp. 529, where a master intrusted a horse to his servant to be delivered at a certain place, the servant in turn intrusted it to a friend, injury resulted and the master was held liable; *Lakin v. Oregon Pacific Railroad Company*, 15 Or. 220, where an engineer left defendant's engine in charge of a stranger, and injuries resulted from the stranger's attempt to run the engine, the defendant was held liable; *Simons v. Monier*, 29 Barb. 419; and *Althorf v. Wolfe*, 22 N. Y. 355, in each of which the master ordered the particular act to be done by the servant. None of the cases goes so far as to hold the master liable where the servant has not requested, or at least acquiesced in the stranger's assistance. *Edwards v. Jones*, 67 How. Prac. (N. Y.) 177. The nature of the business is sometimes such that authority of a servant to employ assistance is implied. *Gleason v. Amsdell*, 9 Daly 393; *Montgomery Gas Light Co. v. Montgomery & Eupaula Railway Co.*, 86 Ala. 372. Cases contrary to the doctrine of the principal case are *Throp v. Minor*, 109 N. C. 152; 13 S. E. 702, with facts substantially the same as those of *Hill v. Sheenan*, *supra*, but holding differently; *Halupzok v. Great Northern Railway Company*, 55 Minn. 446; 26 L. R. A. 739, which holds the master liable only when the servant had authority to employ assistance, but such authority may be implied when the person guilty of negligence was rendering service for the master by his consent, express or implied; *Mangan v. Michael*, 33 Mo. App. 250, where the defendant was not held liable for the negligence of a stranger whom his driver hired to drive his team and without his knowledge or consent; *James v. Muehlebach*, 34 Mo. 512, where the defendant was not liable unless his servant requested the stranger to do the particular act resulting in injury. When the servant furnishes the controlling will, by directing the acts of the stranger, there seems to be good reason for saying that the liability for the culpable conduct of the stranger is the same as if it was that of the servant. On principle it seems hard to justify those cases which go farther than this.